

Chickasaw Co.

Teamsters #238 (Sheriff)

7/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

between

CHICKASAW COUNTY, IOWA

SHERIFF'S DEPARTMENT

and

CHAUFFEURS, TEAMSTERS & HELPERS LOCAL NO. 238

an affiliate of

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JULY 1, 2005

through

JUNE 30, 2008

TABLE OF CONTENTS

AGREEMENT

ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - EMPLOYER RIGHTS	1
ARTICLE 3 - NON-DISCRIMINATION IN EMPLOYMENT	2
ARTICLE 4 - SEPARABILITY AND SAVINGS.....	2
ARTICLE 5 - NO STRIKE - NO LOCKOUT	3
ARTICLE 6 - GRIEVANCE PROCEDURES AND ARBITRATION	3
ARTICLE 7 - SENIORITY	5
ARTICLE 8 - LEAVE OF ABSENCE.....	6
ARTICLE 9 - JURY DUTY.....	7
ARTICLE 10 - MILITARY LEAVE.....	7
ARTICLE 11 - SICK LEAVE.....	8
ARTICLE 12 - FUNERAL LEAVE.....	9
ARTICLE 13 - VACATIONS	9
ARTICLE 14 - HOLIDAYS	10
ARTICLE 15 - HOURS OF WORK AND OVERTIME.....	11
ARTICLE 16 - PAY PERIOD	12
ARTICLE 17 - UNIFORM ALLOWANCE	12
ARTICLE 18 - STEWARDS.....	13
ARTICLE 19 - BULLETIN BOARDS.....	13
ARTICLE 20 - VISITATION	13
ARTICLE 21 - DISCIPLINE	14
ARTICLE 22 - DUES CHECK-OFF	14
ARTICLE 23 - INSURANCE	14
ARTICLE 24 - SAFETY	14
ARTICLE 25 - TRAINING	15
ARTICLE 26 - MEAL ALLOWANCE.....	15
ARTICLE 27 - MILEAGE ALLOWANCE.....	15
ARTICLE 28 - FAMILY & MEDICAL LEAVE ACT	15
ARTICLE 29 - LONGEVITY.....	16
ARTICLE 30 - WAGES.....	16
ARTICLE 31 - DURATION OF AGREEMENT.....	17
APPENDIX A - INSURANCE COMMITTEE.....	18

AGREEMENT

This Agreement entered into this 1st day of July, 2005, by and between CHICKASAW COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL NO. 238, an affiliate of INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 **RECOGNITION**

Section 1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Chickasaw County Sheriff's Department, including all regular full-time and regular part-time Correctional Officers, Dispatchers, Matrons, Civil Process, and all regular full-time and part-time Deputy Sheriffs as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3509, dated October 2, 1987, which excludes all elected officials, the Sheriff, First Deputy, Confidential Secretary(s) and all others excluded by the Act.

Section 1.2 The County shall not enter into any agreement with the employees of the Chickasaw County Sheriff's Department individually or collectively or with any other organizations which in any way conflict with the provisions of this Agreement.

ARTICLE 2 **EMPLOYER RIGHTS**

Except as expressly abridged in this Agreement by a specific provision, the Public Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Public Employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Public Employer by law.

ARTICLE 3

NON-DISCRIMINATION IN EMPLOYMENT

Section 3.1 The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable. There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

Section 3.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3.3 The Employer and the Union agree that exceptions to all articles of this agreement may be granted in order for the Union and/or the Employer to comply with provisions of the Americans with Disabilities Act, however, before any exceptions are granted or approved by the Employer, the Union will be notified of particular exceptions and will be given the opportunity to review and propose alternatives. No exceptions will be made without the other parties consent.

ARTICLE 4

SEPARABILITY AND SAVINGS

Section 4.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet within thirty (30) days to negotiate a replacement for the specific provision of the Agreement voided. This shall be cost comparable, if an economic item.

ARTICLE 5
NO STRIKE - NO LOCKOUT

Section 5.1 The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

Section 5.2 The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the Sheriff or his designated representative within the three (3) day working period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or his designated representative within three (3) working days following the oral discussion. Within ten (10) working days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the Sheriff.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the Sheriff's or his designated representative's answer given in Step 1.

Section 6.2 Any aggrieved employee shall have the right to have a Union representative present at the grievance meeting(s) if requested.

Section 6.3 All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

Section 6.4 After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

Section 6.5 After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 6.6 The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 6.7 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 6.8 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and the Employer.

Section 6.9 In the event that any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

ARTICLE 7 **SENIORITY**

Section 7.1 Seniority means an employee's length of continuous service in the bargaining unit since their last date of hire. For the purpose of layoffs, seniority shall be administered on a job classification basis. There will be two (2) seniority lists, a full-time list and a part-time list. Part-time seniority is transferable to full-time on a basis of one (1) year of part-time seniority will equal six (6) months full-time seniority; however, a part-time employee's seniority will go back to the original date of hire and the benefits available to them will be computed on a pro rata basis. Job classifications in the unit are regular part-time and regular full-time Deputy Sheriffs, Jailers, Dispatchers, and Matrons.

Once each year, in January, the senior Dispatcher shall be allowed the opportunity to bump a less senior employee with a thirty (30) day written notice of an intent to bump. The Chief Dispatcher will be granted the day shift.

Section 7.2 A new employee shall serve a probationary period of a minimum of six (6) months or until successful completion of the Law Enforcement Academy for Deputies, or until the Dispatchers are Iowa/NCIC certified, whichever is longer. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure.

Section 7.3 The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced, the Employer will select what job classification is to be reduced. When qualifications, skill and ability are relatively equal, the least senior employee will be removed first. On recall from layoff, employees will be returned to work in reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Section 7.4 Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

Section 7.5 An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for proper cause.
- (c) Engaging in other work while on personal leave of absence or giving false reason for obtaining a personal leave of absence.

- (d) Failure to report for work at the end of absence.
- (e) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer's records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (f) Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.
- (g) Employee retires.

Section 7.6 If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

Section 7.7 After the first consecutive sixty (60) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 8

LEAVE OF ABSENCE

Section 8.1 An employee who has completed his/her initial probationary period may be granted a leave of absence for personal reasons without pay, and without loss of seniority for a period not to exceed sixty (60) days, provided the employee obtains advance written permission from the County and can be spared from work for that purpose. Such leaves without pay shall be granted only at the discretion of the County and when it is deemed to be in the best interest of the employee and the County. No fringe benefits will be accrued during the unpaid leave, nor shall longevity for pay purposes accrue. If an employee requests a leave of absence for five (5) days or less and can be spared from work for that purpose, request and permission will be made verbally.

Section 8.2 Except for work related illness or accidents, an employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence for a period not to exceed one (1) year without pay and without loss of seniority for the duration of such disability, provided the employee promptly provides the County with medical proof of the necessity for such absence when same is requested by County. The County may require medical proof certifying that the individual has recovered sufficiently to perform all the functions of his/her job or may, at the County's option and at the County's expense, send the employee to a doctor of the County's choice for such certification prior to allowing the employee to return to work.

Section 8.3 Administrative leave with pay requested by an employee may be authorized so that employees may attend official meetings, conferences, training sessions, and seminars, provided such leaves are approved in writing by the Sheriff or

his authorized representative. Overtime provisions of this Agreement will not apply when an employee is on authorized administrative leave with pay.

Section 8.4 When required by the state and if agreed to by the County, the County shall reimburse according to County policy, any employee for all food, lodging, travel and school expenses incurred for the attendance of in-service training schools. No employee shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Any employee required to attend department training or meetings will be allowed to take said time from his/her regular schedule shift or will be paid within the same payroll period, at the discretion of the County. All new employees employed by the County shall, if required by the state, be provided necessary training at appropriate school(s) to insure that they are certified according to Iowa law.

ARTICLE 9

JURY DUTY

Section 9.1 If an employee is called for jury duty, the County will pay the difference in jury duty pay and a regular eight (8) hour day earnings. A certificate from the Clerk of Court showing dates of service and earnings while on jury duty must be submitted to the County upon returning to work. If released from jury duty prior to Noon on any workday, the employee must return to work.

Section 9.2 Any employee subpoenaed to appear before a court or other public body for any civil or criminal matter in which they are not personally involved (as a plaintiff or defendant) will receive full pay for any time lost.

ARTICLE 10

MILITARY LEAVE

Section 10.1 A full-time employee shall be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa, 1975.

Section 10.2 The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 11

SICK LEAVE

Section 11.1 Accumulation: Sick leave shall be accrued by a regular full-time employee and a regularly scheduled part-time employee on a pro-rata basis at the rate of one and one-half (1 1/2) days for each month, to a total of one hundred five (105) days. An employee who has exhausted all their sick leave may be granted accumulated vacation leave with pay.

Section 11.2 Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- (a) Serious or confining illness of the employee.
- (b) Medical or dental appointments of employee which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in hourly increments with a minimum of one (1) hour. Absences of more than one (1) hour shall be charged to the next highest hour.
- (c) Up to three (3) days of an employee's sick leave per year may be used for serious illness in the immediate family (spouse, child, parent) in which the employee's presence is necessary.

Section 11.3 Notification: When absences due to sickness are necessitated, the employee shall notify the Sheriff or his designated representative at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action. The Sheriff has the right to require a medical certificate from the employee for any sick leave.

Section 11.4 Probationary Employees: Probationary employees are not eligible for sick leave benefits. After successful completion of the probationary period, sick leave earned during said time period will be credited to the employee's account as of his/her date of employment.

Section 11.5 Date of Employment: For the purposes of this Article, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th day of the month will begin to accrue sick leave on the first day of the month following his/her employment.

ARTICLE 12 **FUNERAL LEAVE**

Section 12.1 All regular full-time employees will be allowed one (1) day paid funeral leave per year for attendance at a funeral of an individual not specified below. This may be taken as two (2) half-day periods. In the case of a death in the immediate family, an employee may be allowed time off with pay not to exceed three (3) days for attendance at the funeral and other necessary related functions. Any additional time shall be deducted from the employee's accumulated sick leave. Immediate family shall be considered employee's spouse, child, stepchild, grandchild or parent. Up to two (2) days with pay may be granted for attendance at the funeral and other necessary related functions in the case of the death of an employee's parent-in-law, brother or sister.

ARTICLE 13 **VACATIONS**

Section 13.1 All employees having completed their probationary period shall receive vacation as follows:

After one (1) year continuous service, five (5) days vacation
After two (2) years continuous service, ten (10) days vacation
After ten (10) years continuous service, fifteen (15) days vacation
After fifteen (15) years continuous service, twenty (20) days vacation

Section 13.2 Up to ten-(10) days vacation may be carried over from anniversary year to anniversary year.

Section 13.3 Vacations shall be granted on a "first come, first served" basis. If more than one request is received at the same time, seniority shall govern. The employee shall submit a written request for vacation prior to the requested time off. The request shall be presented to the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments and in no case less than eight (8) hours.

Section 13.4 Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Section 13.5 Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

Section 13.6 In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee any earned but unused vacation pay.

ARTICLE 14 **HOLIDAYS**

Section 14.1 All employees having completed their probationary period shall receive the following paid holidays:

New Year's Eve Day	Veteran's Day
New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Section 14.2 Regular full-time and part-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid one and one-half (1 1/2) times the employee's straight time hourly rate for all hours worked, plus the paid holiday at said straight time rate. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work. Upon request, and by mutual agreement, an employee may be allowed to take compensatory time in lieu of his/her holiday pay. This day must be taken within ninety (90) days of the holiday.

Section 14.3 For each holiday which falls on an employee's regular day off, the employee shall be entitled to an additional day off with pay at a later date. These additional days may be carried over from one year to the next year and taken in no less than four (4) hour increments.

Section 14.4 To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctor's written statement, or on-the-job injury, or with prior approval from his/her immediate supervisor (non-bargaining unit), the employee shall be considered as having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury will not receive holiday pay after the first thirty-(30) days of absence.

Section 14.5 An employee will be paid time and one-half (1 1/2) his/her regular hourly rate for the actual time worked on a recognized paid holiday (12:00 AM to 11:59 PM) with a minimum of four (4) hours at time and one-half (1 1/2) and a maximum of eight and one-half (8 1/2) hours at time and one-half (1 1/2) unless the actual hours worked extend beyond eight and one-half (8 1/2) hours on the holiday.

Section 14.6 If a recognized paid holiday falls within an employee's vacation period, an additional day with pay can be taken off work in conjunction with the vacation period.

Section 14.7 In addition to the above holidays, each full-time employee will be allowed one (1) casual day per fiscal year to be taken at the employee's option, with prior approval of the Sheriff.

ARTICLE 15

HOURS OF WORK AND OVERTIME

Section 15.1 The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be determined by the Employer.

Section 15.2 The normal schedule for Deputies will consist of six (6) days on duty and three (3) days off duty. The normal workday shall consist of eight and one-half (8 1/2) hours.

Section 15.3 The normal workweek for the Dispatchers will be forty (40) hours, five (5) days on duty and two (2) days off duty. The normal workday shall consist of eight (8) hours. This schedule may be changed to a "six and three" schedule at the discretion of the Sheriff. Effective July 1, 1988, the majority of the Dispatchers will decide the schedule. Any schedule change, except in emergency, must have prior notification to the employee(s) affected and the Union spelling out the reason for the change and its anticipated duration.

Section 15.4 Overtime shall be paid either in cash or compensatory time at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of one hundred sixty-six (166) hours in a twenty-eight (28) day period, or time and one-half (1 1/2) for all hours worked beyond eight (8) hours for Dispatchers and eight and one-half (8 1/2) hours for Deputies on any one shift. The choice between cash and compensatory time will be by mutual agreement of the parties.

Except in emergency cases, it is understood that routine paper work shall not necessitate overtime hours and can be completed on the Deputy's next scheduled tour of duty. There is no pyramiding of overtime.

Section 15.5 Except in emergencies, the Employer shall give the employee at least two (2) workdays notice of any changes in the work schedule.

Section 15.6 Call Back. An employee called back after his/her regular shift or before his/her regular shift, for reasons beyond his/her control, shall be paid a minimum of two (2) hours pay at his/her straight time hourly rate of pay. Such hours will not constitute hours worked for the purpose of calculating overtime.

Section 15.7 Court Appearance. Employees will be called upon to be available for depositions, a pre-trial conference, or court appearance in connection with criminal or civil matters where they may be involved as the arresting officer or material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee.

No employee is to appear unless subpoenaed or ordered by the County Sheriff in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Iowa Department of Public Safety.

An employee required to appear for any of the above on his/her off-duty hours will be paid for all hours at the appropriate rate of pay with a minimum of two (2) hours at the appropriate rate of pay or at compensatory time.

ARTICLE 16 **PAY PERIOD**

Section 16.1 Pay period shall be fourteen (14) days every other Friday. If Friday is a holiday, the employees shall be paid on Thursday.

ARTICLE 17 **UNIFORM ALLOWANCE**

Section 17.1 The County will provide each new Deputy an initial list of uniforms and equipment.

Section 17.2 All Deputies will be provided with replacements per the code of Iowa.

Section 17.3 Regular full-time employees will be provided by the County with a firearm that conforms with the standards set by the Chickasaw County Sheriff's Department. Said firearm will not be charged against the employee's clothing allowance.

Section 17.4 The Employer shall pay all dry cleaning costs for items requiring dry cleaning on a yearly basis. Unless more frequent dry-cleaning is required as a result of soiling in the line of duty.

Section 17.5 The Employer will reimburse Deputies for loss or damage to personal property while in the performance of duty, when said loss or damage is not the result of employee negligence. Reimbursement under this Section shall be limited to One Hundred Fifty Dollars (\$150.00) per occurrence, and shall not exceed Four Hundred Fifty Dollars (\$450.00) per year, per employee. Claims for reimbursement shall be accompanied by adequate proof of loss or damage, and repair or replacement of same.

ARTICLE 18 **STEWARDS**

Section 18.1 The Employer recognizes the Union's right to have a Steward. Said Steward to be elected by the employees or appointed by the Union from among the employees in the unit.

Section 18.2 The authority of the Steward or alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The review and presentation of grievances with the Sheriff or his designated representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues if payroll deduction is not used, and then only when authorized by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by law, the Local Union or its officers, provided such message and information
 - 1. have been reduced to writing;
 - 2. if not reduced to writing, are of a routine nature and do not involve any violation of the no strike, no lockout Article.

ARTICLE 19 **BULLETIN BOARDS**

Section 19.1 The County will provide one (1) bulletin board, which will be for the use of the Union. Posted information will be limited to:

- a. notices of Union meetings
- b. notices of Union elections
- c. results of Union elections
- d. notices of Union recreational, educational or social events
- e. other official notices of the Union

ARTICLE 20 **VISITATION**

Section 20.1 An authorized representative of the Union who has been previously identified by the Union to the Sheriff for each visit will be permitted to visit the Sheriff's office to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 21 **DISCIPLINE**

Section 21.1 All matters concerning appointment, promotions, discipline or discharge not covered by Chapter 341A of the Code of Iowa, shall be subject to the grievance procedure. The Union and the Steward shall be notified in writing as promptly as possible of the discharge or suspension of an employee.

ARTICLE 22 **DUES CHECK-OFF**

Section 22.1 Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

Section 22.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 23 **INSURANCE**

Section 23.1 The Employer agrees to pay the entire single premium for the employee towards a Health and Major Medical group insurance program. The parties agree that the employer shall be responsible for 75% of the family plan and the employee shall be responsible for 25%. The above language will become effective December 1, 2005, when the insurance change normally becomes effective.

The insurance rates, coverage and employee contribution in effect June 30, 2005, will continue until December 1, 2005.

ARTICLE 24 **SAFETY**

Section 24.1 The parties will set up a Safety Committee consisting of three (3) people, one (1) person selected by the Employer, one (1) person selected by the Union, and one (1) person mutually agreed upon. The Committee will determine if unsafe conditions exist. If the Committee determines an unsafe condition exists and it is not

corrected within thirty (30) days, then the Union will have a right to proceed through the grievance procedure.

ARTICLE 25 **TRAINING**

Section 25.1 The Sheriff will grant a leave of absence with pay for Employer approved training that is related to job performance. No correctional officers or dispatchers shall suffer a loss of days off or loss of pay due to temporary rescheduling of the work schedule for attendance at said training. Expenses will be paid for by the Employer. The Employer shall pay the full amount of the school. Every effort will be made by the Employer to equalize training. Employees shall be advised of all learning opportunities available to them.

Section 25.2 Every employee shall receive the minimum number of hours required by law to acquire and maintain certification.

ARTICLE 26 **MEAL ALLOWANCE**

Section 26.1 When employees are required by the Employer to travel out of the County performing necessary work duties or training, they shall be allowed a reasonable amount per day to cover necessary expenses. The determination of the amount will be made by the Sheriff.

ARTICLE 27 **MILEAGE ALLOWANCE**

Section 27.1 The Employer will compensate an employee at the rate per mile that the Code of Iowa stipulates when the employee is required to provide their own transportation in order to perform their job function or to attend schools that are Employer approved. An employee must prove he/she is covered by insurance when using their vehicles.

ARTICLE 28 **FAMILY & MEDICAL LEAVE ACT**

The parties agree to follow the Family and Medical Leave Act of 1992.

ARTICLE 29
LONGEVITY

Section 29.1 After an employee has completed five (5) years of service, ten cents (\$.10) per hour will be granted. After an employee has completed ten (10) years of service, fifteen cents (\$.15) per hour will be granted. After an employee has completed fifteen (15) years of service, twenty cents (\$.20) per hour will be granted. After an employee has completed twenty (20) years of service, twenty-five cents (\$.25) per hour will be granted. After an employee has completed twenty-five (25) years of service, thirty cents (\$.30) per hour will be granted.

ARTICLE 30
WAGES

Section 30.1

	Effective July 1, 2005	Effective July 1, 2006
<u>Deputies</u>		
Start	\$ 16.65	\$ 17.32
End of Probation	\$ 17.52	\$ 18.23
Jail Administrator	\$ 18.32	\$ 19.06
<u>Dispatchers</u>		
Start	\$ 11.01	\$ 11.46
End of Probation (6 mos.)	\$ 11.72	\$ 12.17
One Year	\$ 12.45	\$ 12.90
Current Employees	\$ 13.16	\$ 13.61
Matron	\$ 9.63	\$ 10.08
Civil Clerk	\$ 13.43	\$ 13.88
Chief Dispatcher	\$ 13.46	\$ 13.91

* Shift differential premium of 25¢ per hour for employees scheduled to pm except for Jail Administrator

ARTICLE 31
DURATION OF AGREEMENT

Section 31.1 This Agreement shall be effective beginning July 1, 2005, and shall continue in full force and effect until its expiration on June 30, 2008.

Signed this 1st day of July, 2005.

CHICKASAW COUNTY
SHERIFF'S DEPARTMENT

CHAUFFEURS, TEAMSTERS &
HELPERS LOCAL UNION NO. 238,

By: James J. Schueth
Board of Supervisors,
Chairperson

By: [Signature]
Sheriff

By: Gary Rankin
Secretary-Treasurer

By: Jack A. [Signature]
Employer Representative

By: [Signature]
Business Representative

APPENDIX A

INSURANCE COMMITTEE

The parties to this agreement have agreed to the following actions for the 2005 - 2008 agreement:

- 1) The insurance coverage currently in effect will be changed January 1, 2006¹ as follows:
 - a. **Physician Services:** For physician services, the co-pay would remain the same for everything except "office visit services." Office visit services include such services that patients used to receive at hospitals, such as lab, x-ray, diagnostic testing, etc. Office visit services, beyond normal annual maintenance, will be paid at 90% after deductible.
 - b. **Out-of-Pocket Costs for "In and Out" of Network:** Annually the out-of-pocket maximums are \$1,500 per covered person and \$3,000 per family unit. Under the TPA's recommendation, if a person can get the needed services in the network, but decides to go outside of the network, the out-of-pocket maximums increase to \$6,500 and \$8,000 respectfully.
 - c. **Prescription Drugs:** Prescription benefit co-payment will remain the same however; the employee will be charged an additional 10% of the prescription balance for Formulary and Non-Formulary brand name drugs (emphasis added). *For example, if an employee would buy a Formulary name brand drug for \$50.00, the out-of-pocket expense to the employee would be \$23.00 (\$20.00 for the prescription co-pay and an additional \$3.00 surcharge (10% of the balance of \$30.00.))*
2. Each bargaining unit will be allowed one employee to participate during the month of June, July or August. The purpose of the meetings is to keep the union and employees informed regarding premium increases and possible ways to amend the insurance plan for the benefit of the employees and the County.

¹ The change in the premiums will begin December 1, 2005